



REAL PROPERTY AGREEMENT

VOL 1085 PAGE 067
BOOK 82 PAGE 492

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows:

All that lot of land with the buildings and improvements thereon situate on the southwest side of Thornwood Drive, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No.13 on plat of Thornwood Acres, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM Page 59, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwest side of Thornwood Drive at the joint front corner of Lots 12 and 13 and runs thence along the line of Lot 12, S.73-25 W., 174.1 Feet to an iron pin; thence S.15-05 E., 80 feet to an iron pin; thence That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank above any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

GCTO 3 AU 23 78 606

Witness: *Jerry Y. Loftis*
Witness: *Judith A. Pitter*

Dated at: Bank of Greer, Taylors, S. C. 29687

Date: August 7, 1978

FILED SEP 9 1983

State of South Carolina

County of Greenville

Personally appeared before me: *Jerry S. Jackinsky*

Judith A. Pitter

Harris M. Ward, and Irene E. Ward

(Petitioners)

the within named

set and deed deliver the within written instrument of writing, and that doth witness with *J. Larry Loftis*

witness the execution thereof.

Swear and affirm to before me

the day of August 1978

Notary Public, State of South Carolina

My Commission expires: 10-21-78

My Com. No.: 10-21-78

My C. No.: 10-21-78

Harris M. Ward 82-15
Irene E. Ward (S)
Paid in Full and Satisfaction
this SEP 7 1983

Bank of Greer (W.H.B.)
By *Jerry Y. Loftis* S.V.P.
I, *Olivia O. Ferguson*, do solemnly swear, after being duly sworn, that I do

sign, seal, and affix my name to the foregoing instrument, in accordance with the laws of the State of South Carolina, and that the same

is my true and lawful signature, and that I am the person whose name is affixed thereto.

Given under my hand and seal this 9th day of September, 1983.

Jerry Y. Loftis
(Witness to the foregoing)

Judith A. Pitter
(Witness to the foregoing)

Harris M. Ward
(Witness to the foregoing)

Irene E. Ward
(Witness to the foregoing)

J. Larry Loftis
(Witness to the foregoing)

Olivia O. Ferguson
(Witness to the foregoing)

Jerry S. Jackinsky
(Witness to the foregoing)

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